



Terms and Conditions - Updated 3/11/09

Taxes and fees details:

Final rates quoted include international travel taxes, airport passenger facility charges (PFC) of up to \$18 per person, the September 11th Security Fee of up to \$10 per person, federal excise taxes of \$3.50 which will be imposed on each domestic flight segment of the itinerary. A flight segment is defined as a takeoff and a landing. Substantial restrictions apply for refunds, cancellations and changes to reservations. For more information, please see payment policies below.

Rental car information:

Rental cars are available to drivers 21 years of age and older. (In certain states drivers must be 25 years of age or older.) Rates for prices including a car do not include fees such as taxes, gasoline, optional insurance and a collision damage waiver which are payable to the car company. Additional surcharges for drivers under the age of 25 may apply and will also be payable directly to the car company. Free rental car upgrade applies to the base car only.

Special requests:

Special requests such as room location, special meals or assistance will be communicated to the appropriate supplier, but cannot be guaranteed by Spirit Vacations. Spirit Vacations reserves the right to substitute hotel accommodations and to make alterations in the itinerary, which are beyond the control of Spirit Vacations. Room photographs and maps are for informational purposes only and may not depict the actual category purchased or be exact in every detail. For travel to Las Vegas: passengers must be 21 years or older to check into Las Vegas hotels, unless accompanied by an adult.

All terms and conditions, including dollar amounts, are subject to change at any time with or without notice in Spirit Vacations' sole discretion.

Bookings including published retail fares may be subject to additional restrictions, including but not limited to Saturday night stays, advance purchase requirements and non-refundability.

OUR PAYMENT POLICIES: (SAME FOR DOMESTIC AND INTERNATIONAL)

To confirm a reservation and avoid automatic cancellation, all payments must be received in the office of Spirit Vacations when due as described below.

AIR/HOTEL:

Days Prior to Departure	Deposit Per Person Due	Full Payment Per Person Due
48 or more	Seen on screen/waiver in 48 hours	45 days prior to departure
47-10 days	NA	Within 24 hours
9-4 days	NA	Credit Card at time of booking

When full payment is due within 24 hours, Spirit Vacations will allow until 6:00 p.m. CST the next day to receive it.

HOTEL ONLY:

Days Prior to Departure	Deposit Per Person Due	Full Payment Per Person Due
48 or more	\$150/waiver in 48 hours	45 days prior to departure
47-10 days	NA	Within 24 hours
9-4 days	NA	Credit Card at time of booking

When full payment is due within 24 hours, Spirit Vacations will allow until 6:00 p.m. CST the next day to receive it.

No bookings will be taken 3 business days or less prior to departure.

If your booking is made within 14 days prior to departure and electronic documents (e-docs) cannot be sent, a \$15 express delivery fee for the mailing of documents will be included in the price.

Note: Full payment for all reservations must be received in Spirit Vacations' office before documents will be released. If payment is not received within the designated time frame the reservation will automatically cancel. It is your responsibility to insure payment is received by the due date. Spirit Vacations recommends that all mail be expressed.

Payments may be made by agency check, cashier's check, certified check, money order, MasterCard, VISA, Discover, American Express or Diners Club. No personal checks will be accepted.

Payments are to be made by you or your travel consultant.

Payments should be express mailed to: Spirit Vacations, 8969 N. Port Washington Road, Milwaukee, WI 53217

All other non-express mail should be sent to: Spirit Vacations, P.O. Box 1460, Milwaukee, WI 53201-1460

Spirit Vacations reserves the right to re-invoice your reservation should an error be made in computing your vacation price. All other bookings are subject to applicable fare increases or surcharges. Rates are always subject to change for events beyond the control of Spirit Vacations including, but not limited to, increases in fuel surcharges, establishment of any surcharges, departure taxes, tariffs or airport passenger facility charges.

Confirmation:

You will receive a confirmation of the booking within 24 hours and complete e-docs within 3 days of final payment. If you did not supply your e-mail address, documents will be sent via regular mail. If your booking is made within 14 days prior to departure a \$15 express delivery fee for the mailing of documents will be included in the price.

What about late bookings?

New bookings may not be made 3 business days or less prior to your departure date.

COMMISSION INFORMATION

Effective September 8, 2008, Spirit Vacations moved to an exclusive "Set Your Own Commission" model providing travel agencies increased earning potential. Travel agents may set their own commission levels (30% maximum commission). A 3% processing fee will be applied when using the Set Your Own Commission function. Base commission is suspended effective September 8, 2008 in lieu of Set Your Own Commission compensation.

CANCELLATION FEES AND INFORMATION: (SAME FOR DOMESTIC AND INTERNATIONAL, AIR/HOTEL AND LAND ONLY)

The following penalties apply for changed and/or cancelled reservations:

Days Prior to Departure	Cancel Penalty Per Person	Revision Fee (hotel/car/feature) Per reservation
46 or more	\$100 + total airfare	\$25 + supplier penalties & airfare difference
45-2 days	\$150 + total airfare	\$25 + supplier penalties & airfare difference
Less than 48 hours	non-refundable	NA

Airline name changes are permitted at a \$110 per person cost plus any applicable fare difference and will be handled as an exchange. Land only name changes are considered a revision. Cancellations must be made through Spirit Vacations. The Spirit Vacations cancellation fee and any applicable hotel charges will be deducted directly from the refund applied to your credit card. The airline ticket is non-refundable. When cancelling within 48 hours of departure the reservation is non-refundable and no air travel voucher will be issued. For bookings canceled 48 hours or more, both bulk and published airfare tickets are non-refundable but exchangeable for a \$110 per person fee plus any applicable fare differences and reuse no more than (1) year after the date of booking of the original reservation. Tickets can only be used in conjunction with a complete Spirit Vacations package.

Once any portion of the vacation has been used, the unused features (including hotel nights but excluding value-added and attraction inclusions), may be refunded less a \$25 administrative charge per refund and any applicable charges from the hotel or other suppliers. Attraction passes are non-refundable.

A written refund request (subject to the penalties herein) must be submitted to Spirit Vacations no later than 90 days after the scheduled departure date or any payments and deposits shall be forfeited. Acceptance of a refund constitutes a waiver by the consumer of all rights and remedies under applicable law.

Spirit Vacations Travel Protection

Enjoy peace of mind. When you're planning your vacation, the last thing you want to think about is an unexpected problems, such as an illness or sudden change in plans. With Spirit Vacations' Protection Waiver you can get complete peace of mind even if unexpected circumstances arise. The penalty waiver does not cover bulk or published airfare.

Protection Waiver – Covers cancellations for any reason, up to the moment of travel with limited penalties. Airline imposed non-refundable fees are non-refundable, even if the Penalty Waiver is purchased.

Post Departure Travel Protection – Benefit of purchasing includes protection against loss, delay and theft during travel and medical care and transportation in the event of injury or illness.

This non-refundable and non-transferable plan must be purchased at the time of booking.

What are the responsibilities of Spirit Airlines?

Spirit Airlines is responsible only for the air transportation it provides in connection with this vacation and is not responsible for ground transportation, accommodations or any other features of this vacation.

What are the responsibilities of The Mark Travel Corporation (the operator)?

Spirit Vacations is operated by The Mark Travel Corporation. The operator is an independent contractor that arranges travel-related services for individual, family and group travel. The operator is neither an agent of the customer nor of those providing travel-related services, and does not in any manner directly provide accommodations, optional tours, transportation, meals or other travel-related services.

The operator shall not be liable for personal injury or property damage resulting from the acts, omissions or negligence of any person providing accommodations, optional tours, transportation, meals or other travel-related services.

The operator shall not be liable for any delayed departures, missed carrier connections, substitutions of accommodations or of common carrier equipment, termination of service, cancellation or double booking of reservations or tickets beyond its control and without notice.

The operator reserves the right to decline, to accept, or retain any person as a member of these vacations at any time for any reason whatsoever.

What are the passenger's responsibilities?

The passenger should check-in at the ticket counter at least 3 hours prior to the scheduled departure time and report to the departure gate at least 60 minutes before departure time. To help ensure on-time performance Spirit Vacations requires that passengers must be on the aircraft at least 30 minutes before the scheduled departure time of the flight, even if the customer has already checked in at the ticket counter. Failure to meet this requirement may result in cancellation of your reservation and make you ineligible for denied boarding compensation. Flight times are tentative and subject to change without notice.

For security measures, passengers must show a government issued photo identification (such as a passport) at the airport to board the plane. Please see Proof of Citizenship section below for acceptable proof of citizenship when traveling outside the continental United States.

Unless you file any claim you may have with The Mark Travel Corporation/Spirit Vacations within 90 days after the termination of this trip, The Mark Travel Corporation/Spirit Vacations is released from all further liability.

It is agreed by and between the passenger and the operator that all disputes and matters whatsoever arising under or in connection with or incident to the responsibility of The Mark Travel Corporation shall be litigated, if at all, in and before a court located in the State of Wisconsin, U.S.A., to the exclusion of the courts of any other state or country.

Passengers may not make changes to their route, city of origin or destination, or exchange or transfer their tickets to another date except as provided herein. Reservations may be transferred to another passenger at a \$110 per person re-ticketing fee plus any applicable fare differences but not to another airline. Failure to travel on any booked flight segment may result in the cancellation of all other segments associated with your vacation package.

Since Spirit Vacations sells leisure vacations, individuals attending a convention may not use this vacation for their stay at a hotel. If this vacation is used for any reason other than leisure travel, hotels will directly assess an additional surcharge during holiday, convention or special event time periods.

Vacation Exclusions

Items not included in the vacation price include, but are not limited to, local island departure taxes; tourist card fees in the Dominican Republic and Costa Rica; miscellaneous hotel charges; baggage handling; seat assignments; gratuities; meals (except where noted); cribs, rollaway beds and additional children's bedding; rental car taxes and gasoline, optional insurance or age/rate differentials; daily parking fees at hotels; and items of a strictly personal nature. These items are the sole responsibility of the traveler and should be paid directly when the service is received.

Baggage Fees

Additional fees apply for checked luggage. For further details visit <http://www.spiritvacations.com/advisories/advisoryDetail.asp?xmlFile=Baggage.xml>

Advance Seat Assignment Fees

Additional fees apply for advance seat assignments made prior to check-in at the airport. For further details visit http://www.spiritvacations.com/advisories/advisoryDetail.asp?xmlFile=Seat_Assignments.xml

Proof of Citizenship

U.S. citizens traveling abroad must possess valid proof of citizenship. Acceptable form of proof of citizenship for U.S. citizens traveling between the U.S. and the Caribbean and Mexico is a valid passport. It is the responsibility of all passengers to obtain a passport through their local Passport Office. The Clerk of the Federal Court or designated Post Office may execute your application and forward to Passport office for processing. It may be necessary to obtain a travel visa for some destinations. The passenger is responsible for obtaining all required documents for proof of citizenship. No refunds will be made for passengers affected by failure to possess proper documents.

For additional information please visit <http://www.travel.state.gov> or <http://www.dhs.gov>.

Special Requirements for Children

Spirit Airlines will not accept, for any reason, unaccompanied minors for international travel. For international travel, a minor is defined as up to and including 12 years of age.

To learn more please click her:

<http://www.spiritair.com/Policiesspecialneeds.aspx#Children>

Infant Information - Any infant traveling regardless or whether a seat is purchased will be subject to airline imposed taxes which will be assessed at time of check-in at the airport. See individual hotel profiles for any charges that may apply for infants for the hotel portion of your vacation package.

Hotel Taxes and Service Fees

We market hotels under a "prepaid/merchant" model, where we collect the full amount from you in advance and manage the payments to the hotel on your behalf. In connection with facilitating your hotel arrangement, the amount you are charged will include taxes and service fees. This amount includes an estimate to recover the amount we pay to the hotel related to your reservation for taxes owed by the hotel including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax, good and services tax, and/or other similar taxes. The amount paid to the hotel in connection with your reservation for taxes may vary from the amount we estimate and include in the amount charged to you. The amount charged to you also includes an amount to compensate us for our services as well as covering costs we incur in connection with handling your reservation.

We are not the vendor collecting and remitting taxes to the applicable taxing authorities. Our hotel suppliers, as vendors, include all applicable taxes in the amount billed to us and we pay over such amounts directly to the vendors. We are not a co-vendor associated with the vendor with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate and the type of applicable taxes vary greatly by location.

Important Notice:

THE MARK TRAVEL CORPORATION, ITS EMPLOYEES, OFFICERS, DIRECTORS AND SHAREHOLDERS (COLLECTIVELY, "SPIRIT VACATIONS") DOES NOT OWN, CONTROL OR OPERATE ANY HOTEL OR ANY AIR, LAND OR WATER TRANSPORTATION VEHICLES OR COMPANIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, AIRPLANES, HELICOPTERS, BOATS, RENTAL CARS, GROUND TRANSPORTATION VEHICLES, TRANSPORT COMPANIES, SHUTTLE SERVICES, BUSES OR LOCAL TOUR COMPANIES WHICH MAY OFFER EXCURSIONS OR TOURS. SPIRIT VACATIONS OCCASIONALLY ENTERS INTO CONTRACTS WITH HOTELS AND AIR, LAND OR WATER TRANSPORTATION COMPANIES, BUT ALL SUCH ENTITIES ARE OWNED AND OPERATED BY INDEPENDENT CONTRACTORS.

SPIRIT VACATIONS IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACT, OMISSION, OR FAILURE TO ACT ON THE PART OF ANY SUCH ENTITY OR ITS EMPLOYEES, OR OF ANY OTHER THIRD PARTY BEYOND ITS CONTROL. THE SPIRIT VACATIONS NAME AND LOGO MAY APPEAR ON POSTED OR HAND-HELD SIGNS AT YOUR HOTEL, AT THE AIRPORT OF YOUR DEPARTURE OR DESTINATION, IN VANS, BUSES, COACHES OR ELSEWHERE DURING YOUR VACATION, THIS USE OF THE SPIRIT VACATIONS NAME AND LOGO IS SOLELY INTENDED TO HELP YOU IDENTIFY PERSONS OR ENTITIES WHO MIGHT PROVIDE SERVICES TO YOU DURING YOUR TRIP, BUT DOES NOT INDICATE, AND SHOULD NOT BE UNDERSTOOD BY YOU TO INDICATE THAT SPIRIT VACATIONS OWNS, CONTROLS, OR OPERATES ANY ENTITY DISPLAYING SUCH A SIGN, OR THAT SPIRIT VACATIONS EMPLOYS OR CONTROLS ANY PERSON HOLDING OR DISPLAYING SUCH A SIGN.